

Item # \_\_\_\_\_

Prepared By: Bill Cunningham

Approved by: Lisa Kelly  
Assistant County Attorney

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**RESOLUTION APPROVING A CONTRACT BETWEEN THE SHELBY COUNTY FLEET SERVICES AND NAPA AUTO PARTS, INC. FOR THE PERIOD JULY 1, 2010-JUNE 30, 2011 IN THE AMOUNT OF \$908,000.00 TO PROVIDE AN ON SITE PARTS FACILITY FOR SHELBY COUNTY GOVERNMENT. THIS ITEM REQUIRES THE EXPENDITURES OF COUNTY GENERAL FUNDS IN THE AMOUNT OF \$908,000.00. SPONSORED BY COMMISSIONER WYATT BUNKER.**

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**WHEREAS**, Shelby County Government desires to contract with a vendor to operate an on site parts facility at the Shelby County Fleet Services Repair Shop; and

**WHEREAS**, Requests for proposals were issued and responses thereto received on February 23, 2007 for the operation of an on site parts facility at the Fleet Services Repair Shop and after evaluation of the responses, the firm of NAPA Auto Parts, Inc. was selected to provide the requested services in an estimated amount not to exceed \$908,000.00 for the primary term of the contract, July 1, 2010 through June 30, 2011, and \$908,000.00 per year for the two annual renewal periods; and

**WHEREAS**, NAPA Auto Parts, Inc. has submitted a contract in an estimated amount not to exceed \$909,000.00 for the first year of the contract and \$950,000.00 per year for the two renewal periods to perform the requested services; and

**WHEREAS**, Funds are available in the Fleet Services Department's FY 2010-2011 operating budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE**, That the contract with NAPA Auto Parts, Inc. in the estimated amount not to exceed \$908,000.00 for the primary term of the contract and \$950,000.00 per year for the two annual renewal periods for an on site parts facility is hereby approved.

**BE IT FURTHER RESOLVED**, That funds in the amount of \$908,000.00 for the first year of the contract are hereby Appropriated from account number 071-301903-6056 subject to the availability of funds in account number 071-301903-6056 at the time the purchase orders are issued.

**BE IT FURTHER RESOLVED**, That the County Mayor be and is hereby authorized to execute the contract with NAPA Auto Parts, Inc. in an estimated amount not to exceed \$908,000.00 for the first year of the contract and \$950,000.00 per year for the two annual renewal periods for the purpose contained in this resolution, an executed copy of which is to be placed on file in the Purchasing Department.

**BE IT FURTHER RESOLVED**, That the additional renewal Amendments for this contract are hereby approved subject to the annual appropriation of funds for each renewal term's corresponding Fiscal Operating Year by Shelby County Government. In the event sufficient funds for said Amendments are not appropriated by the Board of Commissioners for the fiscal periods relating to any new renewal term, then the Amendment will be terminated.

**BE IT FURTHER RESOLVED**, That the County Mayor and Administrator of Finance are authorized to issue their warrant or warrants payable to NAPA Auto Parts, Inc. in an amount not to exceed \$908,000.00 for the primary term of the contract, and to take proper credit in their accounting therefor.

**BE IT FURTHER RESOLVED**, That this Resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

\_\_\_\_\_  
Shelby County Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the County Commission

ADOPTED \_\_\_\_\_

## **SUMMARY**

### **I. Description Of Item**

Shelby County desires to enter into a contract with NAPA AUTO PARTS to provide the county with an on site quality parts facility for emergency/non emergency fleet vehicles, heavy equipment, farm and grass cutting equipment. Fleet Services has had an on site facility since 1995 and the advantages of such a facility are outlined below:

- A. Provide a full service parts warehouse in the automotive shop, for immediate accessibility and availability of repair parts to service county vehicles and equipment.
- B. Eliminate the necessity for inventory investment of approximately \$300,000.00.
- C. Reduction of the number of bid and contracts from approximately 30 to 1.
- D. Increase employee productivity by providing parts with minimum waiting time.
- E. Decrease down time by creating a faster time frame in placing vehicles and equipment back into service.
- F. NAPA provides an experience and knowledgeable staff of parts specialist and a parts reference library with regards to original and inter-changeable parts.

### **II. Source And Amount Of Funding**

Funds are available in Roads & Bridges/Fleet Services FY 2010/2011 Operating Budget Account Number 071-301903-6056 in an amount not to exceed \$908,000.00.

### **III. Contract Items**

- A. Type of Contract – This is a Professional Service Contract.
- B. Terms of the Contract will commence upon the execution of the contract and continue through June 30, 2011. The contract may be renewed for two (2) successive one-year terms beginning July 1 and ending June 30 upon mutual written agreement.

### **IV. Additional Information Relevant To Approval Of This Item**

The on site facility will be housed in Fleet Services Automotive Shop located at 6200 Haley Rd., Memphis, TN 38134. The facility will be staffed by NAPA personnel that will include a parts supervisor, stockroom worker and driver. NAPA will be responsible for ordering, stocking and issuing of repair parts to meet our immediate needs.

Administration recommends approval of this Resolution.

**GRATUITY DISCLOSURE FORM****Shelby County Ethics Commission**

**INSTRUCTIONS:** This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

NAPA AUTO PARTS, GENUINE PARTS COMPANY

2. DATE OF GRATUITY

NONE

3. NATURE AND PURPOSE OF THE GRATUITY

NONE

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

N/A

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

7. DESCRIPTION OF THE GRATUITY

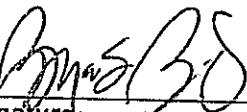
NONE

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

N/A

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Signature



NOV. 9 2009  
Date

Print Name

BRYAN S. BAILEY

*A copy of your completed form will be placed on the Shelby County Internet website.*



Travelers Casualty and Surety Company of America  
Hartford, CT 06183

CONTINUATION CERTIFICATE FIDELITY OR  
SURETY BONDS/POLICIES

License No. \_\_\_\_\_

In consideration of \$ 1,750.00 dollars renewal premium, the term of Bond/Policy No. 11S101126906 in the amount of  
\$ 500,000.00, Issued on behalf of GENUINE PARTS COMPANY, INC, DBA NAPA  
whose address is 2999 Circle 75 Parkway Atlanta, GA 30339  
In favor of SHELBY COUNTY  
whose address is 160 N. Main, Ste. 550 Memphis, TN 38103  
In connection with supplying automotive parts for the Shelby County Fleet Vehicles Is hereby extended to November 1, 2010  
subject to all covenants and conditions of said bond/policy.

This certificate is designed to extend only the term of the bond/policy. It does not increase the amount which may be payable thereunder. The aggregate liability of the Company under the said bond/policy together with this certificate shall be exactly the same as, and no greater than it would have been, if the said bond/policy had originally been written to expire on the date to which it is now being extended.

Signed, sealed and dated October 28, 2009

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By:

Maureen McNeill  
Maureen McNeill

Attorney-in-Fact

**TRAVELERS**

**POWER OF ATTORNEY**

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220968

Certificate No. 002873571

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Darella White, Richard G. Dicclani, Richard A. Jacobus, Mary C. O'Leary, Douglas R. Wheeler, Maureen McNeill, Wayne G. McVaugh, Rosemarie Caponi, Elizabeth Marrero, Sandra E. Branson, and Adrienne Seaford

of the City of Philadelphia, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Any and all consents required by the Department of Transportation, or the Orlando/Orange County Expressway Authority, State of Florida, incident to the release of retained percentages and/or final estimates.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of March, 2009.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By: George W. Thompson  
George W. Thompson, Senior Vice President

On this 11th day of March, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28TH day of OCTOBER, 2009.

*Kori M. Johanson*  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.